

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF WARD

NORTH CENTRAL JUDICIAL DISTRICT

All Pro Truck and Trailer Repair, LLC,

Plaintiff,

vs.

Western National Mutual Insurance
Company,

Defendant.

Case No.: _____

SUMMONS

THE STATE OF NORTH DAKOTA TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to appear and defend against the Complaint in this action, a copy of which is herewith served upon you by serving upon the undersigned an Answer or other proper response within twenty-one (21) days after the service of this Summons upon you, exclusive of the day of service. If you fail to do so, Judgment by Default will be taken against you for the relief demanded in the Complaint.

Dated: January 25, 2016

By: /s/ Mark A. Schwab
Mark A. Schwab (ID No. 08132)
GRANDE, FRISK & THOMPSON
2700 12th Avenue South. Suite A
Fargo, ND 58103
Telephone No: (701) 365-8088
mark@grandefrisk.com
Attorneys for the Plaintiff

EXHIBIT A

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF WARD

NORTH CENTRAL JUDICIAL DISTRICT

All Pro Truck and Trailer Repair, LLC,
Plaintiff,
vs.
Western National Mutual Insurance
Company,
Defendant.

Case No.: _____

COMPLAINT

1. Plaintiff, All Pro Truck & Trailer Repair, LLC, for its cause of action against Defendant, Western National Mutual Insurance Company, states and alleges as follows:

PARTIES

2. Plaintiff, All Pro Truck and Trailer Repair, LLC (hereinafter "All Pro"), is a domestic business corporation primarily engaged in automotive repair, with its principal place of business located at 750 Highway 2 East, Suite 111 and 112, Minot, North Dakota.

3. Defendant, Western National Insurance Mutual Company (hereinafter "WNI"), is a foreign entity with its principal place of business located 5350 West 78th Street, Edina, Minnesota.

BACKGROUND

4. On or around September 18, 2014, WNI issued to All Pro a “Commercial Property” insurance policy (hereinafter the “policy”) with a policy number of CPP 1079737, annexed as Ex. “A”, which was in full force and effect at the time of the loss.

5. On or around April 5, 2015, a theft occurred at All Pro’s shop located in Minot, North Dakota wherein several tools, equipment and other shop property was stolen.

6. On or around April 8, 2015, Martin Lohman, owner of All Pro, reported to the theft to WNI, which consisted of missing tools, welder, pumps and “power-take offs” (PTOs). All Pro also submitted a sworn statement in Proof of Loss to WNI, which included a list of equipment and loss of income, as well as total amounts claimed, in compliance with the policy, annexed as Ex. “B”.

7. Subsequent to the submitted claim, WNI conducted an investigation and several examinations under oath of All Pro employees. WNI also requested various documents and financial statements. The requested documents and information were promptly supplied to the insurer in compliance with the policy.

8. Subsequent to these demands, which were provided by All Pro, WNI sent a letter denying All Pro’s claims for the damages it suffered due to the theft. The denial is based on All Pro’s purported failure to provide documentation relating to some of the equipment that was stolen. *See, Ex. “C”.*

JURISDICTION

9. Jurisdiction in Ward County, North Dakota is proper under North Dakota Rules of Civil Procedure Rule 4(b)(2)(b) in that WNI contracted to supply and sell goods that were to be used in North Dakota. Jurisdiction is also proper under North Dakota Rules of Civil Procedure Rule 4(b)(2)(c) and (d) in that WNI committed a tort within this State which caused injury to another person within and outside the State of North Dakota.

COUNT 1: Declaratory Relief

10. An actual controversy of justiciable nature exists between All Pro and WNI involving rights and obligations under contracts of insurance. This court has authority to declare rights and obligations of parties pursuant to N.D.C.C. Ch 32-23 and N.D.R.Civ.P. 57.

11. Pursuant to the insurance contract issued by WNI, they are obligated to pay All Pro all sums claimed pursuant to the loss of property and time claimed. Accordingly, All Pro seeks a judicial declaration of WNI's obligations under their polices of insurance.

COUNT II: Breach of Insurance Contract

12. All Pro realleges and reincorporates herein by reference each of the allegations of paragraphs 1 through 11 above.

13. Under the express terms and conditions of the policy, WNI owes a duty to pay those sums claimed pursuant to the claim and submitted in the Proof of Loss. Notwithstanding such duty, WNI denied coverage and failed and/or refused to pay any sum on behalf of All Pro.

14. As a proximate result of WNI's breaches, All Pro has sustained damages including, but not limited to, the loss of equipment, tools and lost profits. All Pro's has thereby suffered damages in an amount to be proven at trial.

COUNT III: Breach of Implied Covenant of Good Faith and Fair Dealing

15. All Pro realleges and reincorporates herein by reference each of the allegations of paragraphs 1 through 14 above.

16. In every contract of insurance, there is an implied covenant of good faith and fair dealing that the insurer will do nothing to unfairly deprive the insured of the benefits of the contract or to place its own interest before the interest of the insured.

17. In the course of denying coverage and refusing to pay, WNI ignored All Pro's testimony, proof and documentation, leading to an unreasonable denial.

18. Upon information and belief, WNI placed its own interest over that of the insured, and of withholding from All Pro the rights and benefits to which All Pro is entitled to under the policy.

19. As a proximate result of WNI's breaches, All Pro has sustained damages including the loss of equipment and tools. All Pro has thereby suffered damages in an amount to be proven at trial.

COUNT IV - Bad Faith Under N.D.C.C 26.1-04-03

20. All Pro realleges and reincorporates herein by reference each of the allegations of paragraphs 1 through 19 above.

21. Pursuant to N.D.C.C. 26.1-04-03, WNI is prohibited from practicing unfair settlement claims practices as set forth in Section 9. WNI's practices are probited under this section.

22. As a proximate result of WNI's conduct, which is prohibited under North Dakota law, All Pro has suffered damages in an amount to be proven at trial.

23. WHEREFORE, Plaintiff, All Pro Truck and Trailer Repair, LLC, requests judgment as follows:

a. A declaratory judgment from this Court holding that Defendant, Western National Mutual Insurance Company, has a duty under the policy to pay those sums submitted in Plaintiff's Proof of Loss claims;

b. For a money judgment awarded in favor of Plaintiff against Defendants for Plaintiff's damages, including actual, compensatory and consequential, and lost profits suffered due to Defendant's breach of contract in an amount to be determined at trial, together with interest thereon at the maximum rate permitted by law.

c. For punitive damages resulting from Defendant's bad faith denial of Plaintiff's claims.

d. Awarding Plaintiff its costs, disbursements and attorneys fees incurred as a result of bringing this action; and

e. For such other relief as the court may deem just, proper, and equitable.

Dated: January 25, 2016

By: /s/ Mark A. Schwab
Mark A. Schwab (ID No. 08132)
GRANDE, FRISK & THOMPSON
2700 12th Avenue South. Suite A
Fargo, ND 58103
Telephone No: (701) 365-8088
mark@grandefrisk.com
Attorneys for the Plaintiff

Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com
 A Mutual Company



COMMERCIAL PROPERTY DECLARATION

Group # 0001050484
 Policy # CPP 1079737 01

Policy Period: From SEPTEMBER 18, 2014 To SEPTEMBER 18, 2015
 12:01 A.M. standard time at the Named Insured's mailing address.

Transaction RENEWAL DECLARATION

Insured Name and Address
 ALLPRO TRUCK & TRAILER REPAIR
 LLC
 1003 MORNINGSIDE DR
 CASSELTON ND 58012

Agent
 BREMER INSURANCE FARGO
 PO BOX 188
 SOUTH SAINT PAUL, MN 55075-0188
 00321

Telephone: 701-492-2684

Business Description	Type of Business	Audit Period	Billing Type
AUTO REPAIR	LIMITED LIABILITY CO	ANNUAL	DIRECT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

DESCRIPTION OF PREMISES

Refer to attached schedule.

COVERAGES PROVIDED

Refer to attached schedule, if any.

OPTIONAL COVERAGES

Refer to attached schedule, if any.

MORTGAGEES AND ADDITIONAL INTERESTS

Refer to attached schedule, if any.

PREMIUM FOR THIS COVERAGE PART \$ 1,583.00

DISCLOSURE OF PREMIUM:

The portion of your annual premium attributable to coverage for certified acts of terrorism is \$ 5.00

Forms and Endorsements Applicable to this Policy

See Forms and Endorsements Schedule

Issued Date: 09/02/2014

WN CP 02 07 07

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Page 1 of 12

Western National Mutual Insurance Company
5350 West 78th Street
Edina, MN 55439-3101
www.wnins.com

Policy Number: CPP 1079737 01
RENEWAL DECLARATION

Named Insured:
ALLPRO TRUCK & TRAILER REPAIR

**COMMERCIAL PROPERTY
DESCRIPTION OF PREMISES**

Prem. Bldg.
No. No. Occupancy
001 001 WAREHOUSE

Construction	Prot.	
Frame	Class	Terr
	09	510

Issued Date: 09/02/2014
WN CP 02 07 07

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Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: CPP 1079737 01
 RENEWAL DECLARATION

Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR

COMMERCIAL PROPERTY
DESCRIPTION OF COVERAGES PROVIDED

Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

PREM.	BLDG NO.	COVERAGE	LIMIT OF INSURANCE	BLANKET COVERAGE	COVERED CAUSES OF COINSURANCE†	DED. LOSS
000	000	Property Enhancement				
001	001	Business Income With Extra Expense Business Income Including Rental Value	\$100,000		SPECIAL	N/A
001	001	Personal Property of Insured	\$150,000		SPECIAL	80 \$1000

000024 39/150

† IF EXTRA EXPENSE COVERAGE, LIMIT ON LOSS PAYMENT

Issued Date: 09/02/2014

WN CP 02 07 07

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Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: CPP 1079737 01
 RENEWAL DECLARATION
 Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR

COMMERCIAL PROPERTY
DESCRIPTION OF OPTIONAL COVERAGES PROVIDED
 (Applicable Only When Entries Are Made In The Section Below)

Prem. No.	Bldg. No.	Coverage	Effective Date	Expiration Date	Agreed Value	Replacement Cost†		Inflation Grd	Monthly* Limit of Indemnity	Maximum* Period of Indemnity	Extended* Period of Indemnity
						Bldg	Pers	Incl	Bldg	Pers	
001	001	Business Income								1/6	
001	001	Personal Property of Insured				RC					

* Applies to Business Income only

† RC = Replacement Cost

FRC = Functional Replacement Cost

ACV = Actual Cash Value

Issued Date: 09/02/2014
 WN CP 02 07 07

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Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: CPP 1079737 01
 RENEWAL DECLARATION
 Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR



PREMIUM FOR THIS COVERAGE FORM \$ 170 * Included in property premium

COMMERCIAL PROPERTY EQUIPMENT BREAKDOWN SCHEDULE

Equipment Breakdown is subject to the Limit of Insurance shown in the Commercial Property Coverage Part Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

COVERAGES

Equipment Breakdown
 Business Income
 Extra Expense
 Service Interruption
 Spoilage
 Data Restoration
 Expediting Expenses
 Hazardous Substances

LIMITS

FOLLOWS PROPERTY POLICY LIMIT
 FOLLOWS PROPERTY IF COVERED
 FOLLOWS PROPERTY IF COVERED
 FOLLOW BI/EE OR SPOILAGE LIMIT
 \$25,000
 \$25,000
 \$25,000
 \$25,000

DEDUCTIBLES

DIRECT COVERAGES \$1,000

OTHER CONDITIONS

Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com
 A Mutual Company



COMMERCIAL GENERAL LIABILITY COVERAGE PART

Group # 0001050484
 Policy # CPP 1079737 01

Policy Period: From SEPTEMBER 18, 2014 To SEPTEMBER 18, 2015
 12:01 A.M. standard time at the Named Insured's mailing address.

Transaction RENEWAL DECLARATION

Insured Name and Address
 ALLPRO TRUCK & TRAILER REPAIR
 LLC
 1003 MORNINGSIDE DR
 CASSELTON ND 58012

Agent
 BREMER INSURANCE FARGO
 PO BOX 188
 SOUTH SAINT PAUL, MN 55075-0188
 00321

Telephone: 701-492-2684

Business Description	Type of Business	Audit Period	Billing Type
AUTO REPAIR	LIMITED LIABILITY CO	ANNUAL	DIRECT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$ 2,000,000
Products - Completed Operations Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal and Advertising Injury Limit, any one person or organization	\$ 1,000,000
Medical Expense Limit, any one person	\$ 5,000
Damage to Premises Rented to you, any one premises	\$ 100,000

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Refer to attached schedule.

000324 417150

CLASSIFICATIONS

Refer to attached schedule.

PREMIUM FOR THIS COVERAGE PART \$ 835.00

DISCLOSURE OF PREMIUM:

The portion of your annual premium attributable to coverage for certified acts of terrorism is \$ 4.00

Forms and Endorsements Applicable to this Policy

See Forms and Endorsements Schedule

Issued Date: 09/02/2014

WN GL 06 07 07

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Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: CPP 1079737 01
 RENEWAL DECLARATION
 Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR

COMMERCIAL GENERAL LIABILITY
 EXTENSION OF DECLARATIONS

LOCATION OF PREMISES

Location of All Premises You Own, Rent or Occupy:

001
 401-403 40TH AVE NE
 MINOT ND 58701

PREMIUM

Location	Classification Code No.	Exposure	Premium	Rate	Advance Premium	Premium
			Base*	Prem.Ops.	Prod/Comp Ops.	Prem/Ops.
001	10073	\$100,000 S	1.964		\$196	
		AUTOMOBILE REPAIR OR SERVICE SHOPS {NOC}				
001	10073	\$100,000 S		2.150		\$215
		AUTOMOBILE REPAIR OR SERVICE SHOPS {NOC}				

Extension of Declarations --Total Advance Annual Premium \$411

- * - A = Area
- * - C = Total Cost
- * - M = Admissions
- * - O = Total Operating Expenses
- * - P = Payroll
- * - S = Gross Sales
- * - T = See Classification Notes
- * - U = Units

Issued Date: 09/02/2014
 WN GL 06 07 07

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Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: CPP 1079737 01
 RENEWAL DECLARATION
 Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR

COMMERCIAL GENERAL LIABILITY
 CLASSIFICATION SCHEDULE



Loc	St	Terr	Code	Premium Base	Exposure	Rate	Per	Cov	Premium
Classification Description									
000	ND		44444				N/A	GLENH	\$220
				GENERAL LIABILITY ENHANCEMENT					
				WNGL39 - GENERAL LIABILITY ENHANCEMENT ENDORSEMENT					
000	ND		99999				N/A	MP/EMP	\$94
				MINIMUM PREMIUM - STOP GAP					
001	ND		49950				N/A	ADDINS	\$100
				ADDITIONAL INTERESTS CLASS CODE					
				CG2026 - ADDITIONAL INSURED					
001	ND	001	10073	GROSS SALES	100,000		1000	EMPIL	\$6
				AUTOMOBILE REPAIR OR SERVICE SHOPS {NOC}					
				CG0440 - STOP GAP - EMPLOYERS LIABILITY					

000024 42/150

Western National Mutual Insurance Company
5350 West 78th Street
Edina, MN 55439-3101
www.wnins.com

Policy Number: CPP 1079737 01
RENEWAL DECLARATION
Named Insured:
ALLPRO TRUCK & TRAILER REPAIR

LOCATION ADDRESS SCHEDULE

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Prem # 001
401-403 40TH AVE NE
MINOT, ND 58701

Issued Date: 09/02/2014
WN IL 27 07 07

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Western National Mutual Insurance Company
5350 West 78th Street
Edina, MN 55439-3101
www.wnins.com

Policy Number: CPP 1079737 01
RENEWAL DECLARATION
Named Insured:
ALLPRO TRUCK & TRAILER REPAIR

SUB-LOCATION ADDRESS SCHEDULE

Prem # 001 Bldg # .001
WAREHOUSE

Issued Date: 09/02/2014
WN IL 28 07 07

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Western National Mutual Insurance Company
5350 West 78th Street
Edina, MN 55439-3101
www.wnins.com

Policy Number: CPP 1079737 01
RENEWAL DECLARATION
Named Insured:
ALLPRO TRUCK & TRAILER REPAIR

POLICY INTEREST SCHEDULE



Unit/Loc 0001
CP1218 - LOSS PAYABLE
FIRST STATE BANK OF ND
PO BOX 70
CASSELTON, ND 58012

Unit/Loc 0000
CG2026 - ADDITIONAL INSURED
TCI BUSINESS CAPITAL INC
12270 NICOLLET AVE S
BURNNSVILLE MN 55337

000024/24/150

Issued Date: 09/02/2014
WN IL 29 07 07

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Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: CPP 1079737 01
 RENEWAL DECLARATION
 Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR

FORMS AND ENDORSEMENTS SCHEDULE



Coverage Line	Form Number	Ed. Date	Description
Commercial Fire	IL0017	(11/98)	Common Policy Conditions
Commercial Fire	IL0165	(09/08)	ND Changes-Exam Books
Commercial Fire	IL0234	(09/08)	ND Changes
Commercial Fire	IL0935	(07/02)	Excl of Certain Computer Relat
Commercial Fire	IL0952	(03/08)	Cap on Losses from CAT
Commercial Fire	IL0995	(01/07)	Conditional Excl of Terrorism
Commercial Fire	WNIL09	(01/02)	Automatic Termination Provisio
Commercial Fire	CP0010	(06/07)	Bldg and Pers Prop Cvg Form
Commercial Fire	CP0030	(06/07)	Business Income Cvg Form (&EE)
Commercial Fire	CP0090	(07/88)	Commercial Property Conditions
Commercial Fire	CP0114	(10/99)	ND Changes
Commercial Fire	CP0140	(07/06)	Excl Loss due to Virus or Bact
Commercial Fire	CP1030	(06/07)	Cause of Loss - Special Form
Commercial Fire	CP1032	(08/08)	Water Exclusion Endorsement
Commercial Fire	CP1218	(06/07)	Loss Payable Provisions
Commercial Fire	WNCP01	(09/09)	Property Enhancement Endt
Commercial Fire	WNCP08	(10/13)	Equipment Breakdown Coverage
Commercial Fire	WNCP10	(10/13)	Equipment Breakdown Schedule
General Liability	IL0017	(11/98)	Common Policy Conditions
General Liability	IL0021	(07/02)	Nuclear Energy Liab Excl Endr
General Liability	IL0021	(09/08)	Nuclear Energy Liab Excl Endr
General Liability	IL0165	(09/08)	ND Changes-Exam Books
General Liability	IL0234	(09/08)	ND Changes
General Liability	WNIL09	(01/02)	Automatic Termination Provisio
General Liability	CG0001	(12/07)	Comm Gen Liab Coverage Form
General Liability	CG0068	(05/09)	Recording/Dist-Material/Info
General Liability	CG0300	(01/96)	Deductible Liability Insurance
General Liability	CG0440	(11/03)	Stop Gap-Employers Liab-ND
General Liability	CG2026	(07/04)	Addl Ins-Desig Person or Organ
General Liability	CG2116	(07/98)	Excl-Designated Prof Service
General Liability	CG2147	(12/07)	Excl-Employ.-Related Practices
General Liability	CG2160	(09/98)	Excl-Yr 2000 Computer Rel & Ot
General Liability	CG2167	(12/04)	Fungi or Bacteria Excl. (CGL)
General Liability	CG2171	(06/08)	Excl Oth Acts Terr Outside US
General Liability	CG2176	(01/08)	Excl Punitive Damages
General Liability	CG2187	(01/07)	Conditional Excl of Terrorism
General Liability	CG2268	(09/97)	Op of Cust Autos on Part Prem
General Liability	CG2426	(07/04)	Amendment of Ins. Contract Def
General Liability	WNGL02	(07/10)	Punitive Damages Exclusion
General Liability	WNGL10	(01/04)	Excl-Lead Liability Endt
General Liability	WNGL15	(11/06)	Exclusion-Asbestos
General Liability	WNGL21	(07/14)	Abuse or Molestation Excl
General Liability	WNGL39	(03/10)	Comm Gen Liab Enhancement Endt

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POLICY NUMBER:CPP 1079737 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph D.) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
NORTH DAKOTA	Commercial Property Coverage Part

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certi-

filed terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

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Page 1 of 3

- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
- 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- 1. That involve the following or preparation for the following:

 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- 2. When one or both of the following applies:

 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item C.5., the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

D. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

E. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of C.1. or C.2., such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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POLICY NUMBER: CPP 1079737 01

COMMERCIAL PROPERTY
CP 12 18 06 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE PROVISIONS**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS' RISK COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	1	Building Number:	1	Applicable Clause (Enter C., D., E., or F.):	C
Description Of Property:					
<p>Loss Payee Name: FIRST STATE BANK OF ND PO BOX 70</p> <p>Loss Payee Address: CASSELTON, ND 58012</p>					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
<p>Loss Payee Name:</p> <p>Loss Payee Address:</p>					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
<p>Loss Payee Name:</p> <p>Loss Payee Address:</p>					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

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- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the Loss Payment Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- 2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- 1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
 - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

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POLICY NUMBER: CPP 1079737 01

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE			
Coverage	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE		
Bodily Injury Liability	\$	\$	
OR			
Property Damage Liability	\$ 250	\$	Premises/Operations
OR			
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b. Under Property Damage Coverage, to all damages sustained by any one person because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined
 as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

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2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence."
- C. The terms of this insurance, including those with respect to:
 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

POLICY NUMBER: CPP 1079737 01

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE		
Bodily Injury Liability	\$	\$	
OR			
Property Damage Liability	\$	250	\$ Products/Completed Operations
OR			
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined
 as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence."
- C. The terms of this insurance, including those with respect to:
 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence", claim, or "suit" . . . apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

POLICY NUMBER: CPP 1079737 01

COMMERCIAL GENERAL LIABILITY
CG 04 40 11 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**STOP GAP – EMPLOYERS LIABILITY COVERAGE
ENDORSEMENT – NORTH DAKOTA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance		
Bodily Injury By Accident	\$ 1,000,000	Each Accident
Bodily Injury By Disease	\$ 1,000,000	Aggregate Limit
Bodily Injury By Disease	\$ 1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to Section I - Coverages:

COVERAGE - STOP GAP - EMPLOYERS LIABILITY**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated by North Dakota Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

(a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

(b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and

(c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of North Dakota; and

(2) The:

(a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

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c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

- (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- (b) Care and loss of services; and
- (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

(1) Knowingly employed by you in violation of any law as to age; or

(2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) The Federal Employer's Liability Act (45 USC Section 51-60);

(2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

(3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

(4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

(5) The Defense Base Act (42 USC Sections 1651-1654);

- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages
Multiple, exemplary or punitive damages.

k. Crew Members
"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Supplementary Payments provisions apply to Coverage - Stop Gap Employers Liability as well as to Coverages A and B.

C. For the purposes of this endorsement, Section II - Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, Section III - Limits Of Insurance, is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
4. Subject to Paragraph D.3. of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Condition 2. - Duties In The Event Of Occurrence, Claim Or Suit of the Conditions Section IV is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
 - (5) Do nothing after an injury occurs that would interfere with our right to recover from others.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, Paragraph 4. of the Definitions Section is replaced by the following:

- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the Definitions Section:

- 1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of North Dakota. This does not include provisions of any law providing non-occupational disability benefits.
- 2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
- 3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

POLICY NUMBER: CPP 1079737 01

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s)**

TCI BUSINESS CAPITAL INC
12270 NICOLLET AVE S
BURNSVILLE MN 55337

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omis-

sions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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POLICY NUMBER: CPP 1079737 01

COMMERCIAL GENERAL LIABILITY
CG 21 16 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES



This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services:

- 1. ALL SERVICES
- 2.
- 3.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

000024 55/150

Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com
 A Mutual Company



COMMERCIAL LIABILITY UMBRELLA DECLARATION



Group # 0001050484
 Policy # UMB 1013237 01

Policy Period: From SEPTEMBER 18, 2014 To SEPTEMBER 18, 2015
 12:01 A.M. standard time at the Named Insured's mailing address.

Transaction RENEWAL DECLARATION

Insured Name and Address
 ALLPRO TRUCK & TRAILER REPAIR
 LLC
 1003 MORNINGSIDE DR
 CASSELTON ND 58012

Agent
 BREMER INSURANCE FARGO 00321
 PO BOX 188
 SOUTH SAINT PAUL, MN 55075-0188

Telephone: 701-492-2684

Business Description	Type of Business	Audit Period	Billing Type
AUTO REPAIR	LIMITED LIABILITY CO	NONE	DIRECT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

COVERAGES

Aggregate Limit

Liability Coverage - except with respect to covered autos \$1,000,000

Coverage A

Bodily Injury and Property Damage Liability \$1,000,000 each occurrence

Coverage B

Personal and Advertising Injury Liability \$1,000,000 any one person or organization subject to the Aggregate Limit of Liability

Retained Limit

Self Insured Retention \$10,000 any one occurrence or offense

LIMITS OF LIABILITY

PREMIUM

Annual Premium

\$1,266

DISCLOSURE OF PREMIUM:

The portion of your annual premium attributable to coverage for certified acts of terrorism is \$ 13.00

Forms and Endorsements Applicable to this Policy

See Forms and Endorsements Schedule

These Declarations together with the common policy conditions, coverage part declarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above numbered policy.

Issued Date: 09/02/2014

WN CU 02 07 07

AGENT COPY

Page 1 of 3

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Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: UMB 1013237 01
 RENEWAL DECLARATION
 Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR

**COMMERCIAL LIABILITY UMBRELLA
 SCHEDULE OF UNDERLYING INSURANCE**

POLICY NUMBER, CARRIER and POLICY PERIOD	TYPE OF POLICY	LIMITS OF INSURANCE
CPP 1079568 WESTERN NATIONAL MUTUAL INS CO	Commercial Auto Liability	Bodily Injury Liability Each Person Each Accident Property Damage Liability Each Accident
09/18/2014 to 09/18/2015		Combined Single Limit \$1,000,000
CPP 1079737 WESTERN NATIONAL MUTUAL INS CO	Commercial General Liability	\$2,000,000 General Aggregate (other than Products- Completed Operations) \$2,000,000 Products-Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence
09/18/2014 to 09/18/2015		

Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: UMB 1013237 01
 RENEWAL DECLARATION
 Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR

FORMS AND ENDORSEMENTS SCHEDULE



Coverage Line	Form Number	Ed. Date	Description
Commercial Umbrella	IL0017	(11/98)	Common Policy Conditions
Commercial Umbrella	IL0165	(09/08)	ND Changes-Exam Books
Commercial Umbrella	WNIL09	(01/02)	Automatic Termination Provisio
Commercial Umbrella	CU0001	(12/07)	Comm Liab Umbrella Cvg Form
Commercial Umbrella	CU0004	(05/09)	Recording/Dist-Material/Info
Commercial Umbrella	CU0218	(09/00)	ND Changes-Canc/Nonrenl
Commercial Umbrella	CU2118	(09/00)	Excl-Yr 2000 Computer
Commercial Umbrella	CU2123	(02/02)	Nuclear Energy Liab Excl Endt
Commercial Umbrella	CU2124	(12/07)	Excl-Non-Owned Aircraft
Commercial Umbrella	CU2127	(12/04)	Fungi or Bacteria Exclusion
Commercial Umbrella	CU2131	(06/08)	Excl Oth Acts Terr Outside US
Commercial Umbrella	CU2136	(01/08)	Excl of Punitive Damages Relat
Commercial Umbrella	CU2142	(12/04)	Excl-Exterior Insulation
Commercial Umbrella	CU2144	(01/07)	Conditional Excl of Terrorism
Commercial Umbrella	CU2150	(03/05)	Silica or Silica Related Dust
Commercial Umbrella	CU2152	(12/05)	Total Poll Excl w/Exceptions
Commercial Umbrella	CU2155	(06/08)	Amended Terrorism Coverage
Commercial Umbrella	CU2430	(03/05)	Amendment of Insured Contract
Commercial Umbrella	WNCU11	(07/14)	Abuse or Molestation Excl
Commercial Umbrella	WNCU47	(07/14)	Occupational Disease Exclusion
Commercial Umbrella	WNCU91	(07/10)	Excl-Punitive Damages
Commercial Umbrella	WNCU92	(01/04)	Excl-Lead Liability
Commercial Umbrella	WNCU93	(01/04)	Excl-Asbestos

000024 58/150

INSURANCE

THIS IS A DIRECT BILL POLICY



Dear Agent:

Per your instructions, we have issued/renewed this policy on our Direct Bill program.

- All invoices will be mailed directly to the policyholder.
- All renewals, new business, endorsements, audits, etc., will be mailed to you for delivery to your customer.

If you have any questions, please contact our Commercial Lines Department.

Thank You.

000033 3728

DST 00073390

COMMERCIAL POLICY SUMMARY PAGE

ALLPRO TRUCK & TRAILER REPAIR
LLC
1003 MORNINGSIDE DR
CASSELTON ND 58012

BREMER INSURANCE FARGO
PO BOX 168
SOUTH SAINT PAUL, MN 55075-0188 701-492-2684

00321



Group # 0001050484

Effective Date: JANUARY 12, 2015
Expiration Date: SEPTEMBER 18, 2015
12:01 A.M. standard time at the Named
Insured's mailing address.

COVERAGE

Your coverage consists of the following lines of insurance for which a premium is indicated. This premium may be subject to adjustment.

Commercial Inland Marine	\$	455.00
--------------------------	----	--------

Total Estimated Annual Premium	\$	455.00
--------------------------------	----	--------

000053 4/38

EST 00073590

These Declarations together with the common policy conditions, coverage part declarations, coverage part form(s), and form(s) and endorsements, if any, issued, complete the above numbered policy.

Countersigned:

By

Authorized Representatives

Group #: 0001050484
 Insured: ALLPRO TRUCK & TRAILER REPAIR
 LLC
 Address: 1003 MORNINGSIDE DR
 CASSELTON ND 58012

Date: 02/09/2015

Effective Date: JANUARY 12, 2015



POLICYHOLDER DISCLOSURE

NOTICE – OFFER OF TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

The Terrorism Risk Insurance Program (TRIP) established a policy within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from certain terrorist attacks. The Program applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Program, as amended in 2007, provides that, to be certified, an act of terrorism must cause losses of at least five million dollars, be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with TRIP we are only required to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program as an act of terrorism as defined. TRIP is not applicable to nuclear, biological, chemical or radiological acts and your policy contains an exclusion for nuclear, biological, chemical or radiological terrorism. TRIP is also not applicable to Commercial Auto or Crime. The policy's other provisions will still apply to such an act.

Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you choose to reject the offer of coverage and not pay the premium? You must either accept or reject this offer. Failure to return the enclosed rejection constitutes an acceptance of terrorism coverage. Please consult your agent if you have questions regarding your options.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

Your insurance policy has been issued/quoted with Certified Terrorist Acts covered and a premium has been included for the applicable lines of insurance. Unless you reject this coverage, you must pay the additional terrorism premium as stated in the DISCLOSURE OF PREMIUM. You may choose to reject the offer of terrorism coverage by signing the enclosed REJECTION STATEMENT; then your policy will be written to exclude the described coverage.

DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is \$ 5.00

If you reject this offer, a portion of the above premium will be charged due to state law requiring coverage if a "certified act of terrorism" results in a direct loss by fire to covered property. (Not applicable in Idaho, Minnesota, Montana, Nevada, North Dakota, South Dakota and Utah).

Oregon only: If you have auto insurance, terrorism coverage up to the minimum limits required for Liability, Uninsured and/or Underinsured Motorists and Personal Injury Protection Coverage, by the state's Financial Responsibility Statutes applies. The premium for this coverage is \$0.00

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES: You should know that coverage provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 85% of losses that exceed the statutorily established deductible paid by the insurance company providing this coverage.

CAP ON LOSSES: You should also know that the terrorism risk insurance act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

000033 5/38

DST 0007380

Group #: 0001050484
Insured: ALLPRO TRUCK & TRAILER REPAIR
Address: LLC
1003 MORNINGSIDE DR
CASSELTON ND 58012

Date: 02/09/2015



Effective Date: JANUARY 12, 2015

ENCLOSURE – REJECTION OF CERTIFIED TERRORISM INSURANCE

I hereby reject the offer of terrorism coverage. I understand that an EXCLUSION of certain terrorism losses will be made a part of this policy.

Policyholder Signature _____ Date _____

Print Name _____

PROPERTY COVERAGE ONLY: In this state, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism – coverage for such fire losses will continue to be provided in your policy. There will be an additional premium just for such fire coverage. (Not applicable in Idaho, Minnesota, Montana, Nevada, North Dakota, South Dakota and Utah)

OREGON ONLY - AUTO ONLY: In this state, the terrorism exclusion applies above the minimum limits required for Liability, Uninsured and/or Underinsured Motorists Coverage and Personal Injury Protection Coverage by the state's Financial Responsibility Statutes. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to losses resulting from an act of terrorism, for limits up to the minimum state compulsory limits of insurance for Liability, Uninsured and/or Underinsured Motorists, and Personal Injury Protection Coverage. The additional premium just for such coverage up to the Financial Responsibility Statutes is stated in the DISCLOSURE OF PREMIUM.

000033 6738

IF YOU CHOOSE TO REJECT THIS OFFER OF TERRORISM COVERAGE, PLEASE SIGN THIS REJECTION STATEMENT AND RETURN IT TO YOUR AGENT AS SOON AS POSSIBLE. IF YOUR SIGNED REJECTION IS NOT RECEIVED BY US WITHIN 30 DAYS OF THE EFFECTIVE DATE OF YOUR POLICY, OR WITHIN 30 DAYS OF THE DATE OF THIS NOTICE, WHICHEVER IS LATER, THE CHARGE FOR TERRORISM WILL NOT BE REMOVED.

DST 00073590

Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com
 A Mutual Company



INLAND MARINE DECLARATIONS

Group # 0001050484
 Policy # CPP 1111681 00

Policy Period: From JANUARY 12, 2015 To SEPTEMBER 18, 2015
 12:01 A.M. standard time at the Named Insured's mailing address.



Transaction POLICY DECLARATION

Insured Name and Address
 ALIPRO TRUCK & TRAILER REPAIR
 LLC
 1003 MORNINGSIDE DR
 CASSELTON ND 58012

Agent
 BREMER INSURANCE FARGO 00321
 PO BOX 188
 SOUTH SAINT PAUL, MN 55075-0188

Telephone: 701-492-2684

Business Description	Type of Business	Audit Period	Billing Type
AUTO REPAIR	LIMITED LIABILITY CO	ANNUAL	DIRECT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COVERAGES

PREMIUM

CONTRACTOR'S EQUIPMENT	\$450.00
PREMIUM FOR THIS COVERAGE PART	
	\$ 455.00

0001050484-35

DST 00073390

DISCLOSURE OF PREMIUM:

The portion of your annual premium attributable to coverage for certified acts of terrorism is \$ 5.00

Forms and Endorsements Applicable to this Policy

See Forms and Endorsements Schedule

Issued Date: 02/09/2015

WN IM 03 07 07

AGENT COPY

Page 1 of 5

Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: CPP 1111681-00
 POLICY DECLARATION
 Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR

**SCHEDULE OF COVERAGES
 CONTRACTORS' EQUIPMENT COVERAGE**

PREMIUM FOR THIS COVERAGE FORM \$ 450

PROPERTY COVERED

Scheduled Equipment

Limit of Insurance

REFER TO CONTRACTORS' EQUIPMENT SCHEDULE

Schedule On File

Catastrophe Limit -

The most "we" pay for loss in any one occurrence is:

\$ 66,000

COVERAGE EXTENSIONS

Additional Debris Removal Expense

\$ 5,000

SUPPLEMENTAL COVERAGES

Employee Tools

\$ 5,000

Equipment Leased or Rented From Others

\$ 25,000

Newly Purchased Equipment (check one)

Percentage of Catastrophe Limit

%

Dollar Limit

Pollutant Cleanup and Removal

\$ 50,000

Rental Reimbursement

\$ 25,000

- Reimbursement Limit

\$ 5,000

- Waiting Period

72 Hours

Spare Parts and Fuel

\$ 5,000

COINSURANCE

(check one)

80% 90% 100% Other

REPORTING CONDITIONS

(check if applicable)

Equipment Leased or Rented From Others

\$

- Reporting Rate

\$

- Deposit Premium

\$

- Minimum Premium

VALUATION

(check if applicable)

Actual Cash Value

Replacement Cost

Indicated On Contractors' Equipment Schedule

IM 7005 04 04

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Page 2 of 5

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Western National Mutual Insurance Company
 5350 West 78th Street
 Edina, MN 55439-3101
 www.wnins.com

Policy Number: CPP 1111681 00
 POLICY DECLARATION
 Named Insured:
 ALLPRO TRUCK & TRAILER REPAIR

FORMS AND ENDORSEMENTS SCHEDULE



Coverage Line	Form Number	Ed. Date	Description
Inland Marine	WNIL09	(01/02)	Automatic Termination Provisio
Inland Marine	CL0100	(03/99)	Common Policy Conditions
Inland Marine	CL0186	(07/03)	Amendatory Endt-ND
Inland Marine	CL0600	(01/08)	Certified Terrorism Loss
Inland Marine	CL0700	(10/06)	Virus or Bacteria Exclusion
Inland Marine	CL1630	(06/06)	Conditional Terrorism Excl
Inland Marine	IM2069	(04/04)	Amendatory Endt-ND
Inland Marine	IM7000	(04/04)	Contractors Equipment
Inland Marine	IM7005	(04/04)	Sch of Cov Contractors Equip
Inland Marine	WNIM14	(01/02)	Amendator Endt Prem Due Date
Inland Marine	WNIM20	(07/07)	Equipment Sch Contractors' Eqp
Inland Marine	WNIM21	(07/07)	Cont Equip Amend of Däd Endt

000025 12/13/08

DST 000723290

SWORN STATEMENT IN PROOF OF LOSS

Policy Number CPP 1079737
 Policy Limit at time of Loss
 Policy Effective Date September 18, 2014
 Policy Expiration Date September 18, 2015

EXHIBIT #1
 WIT: W.M. LOHMAN
 DATE: 8-18-2015
 NORMAN E. MARK

Claim No. 0300654106

To the policyholders of . At time of loss, by the above indicated policy of insurance you insured against loss by to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A loss occurred about the hour of 4/5/15 o'clock M., on the day of . The cause and origin of the said loss were:

2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:

3. **Title and Interest:** At the time of the loss the interest of your insured in the property described therein was 100. No other person or persons had any interest therein or incumbrance thereon, except:

4. **Changes:** Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except:

5. **Total Insurance:** The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. **The Actual Cash Value of said property at the time of the loss was** ^{85,143.97}

7. **The Whole Loss and Damage was** ^{LOSS OF INCOME} ^{59,000.00} ^{\$ per month}

8. **Less Amount of Deductible** ^{2 month (April)} ^{119,833.00}

9. **The Amount Claimed under the above numbered policy is** ^{\$204,976.97}

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of North Dakota

X

Insured

County of WakotaSubscribed and sworn to before me this 28 day of May, 2015X
Notary Public

JASON ZIMMERMAN
 Notary Public
 State of North Dakota
 My commission expires Dec 1, 2020

The State of Minnesota requires us to inform you that a person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime (MN Statute 60A.055).

The State of Alaska requires us to inform you that a person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecute under state law (AS 21.36.380).

The State of Idaho requires us to inform you that any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

The state of Washington requires us to inform you that it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits (RCW 48.135.080).

05/29/2015 12:52 PM 3CA08_1267

EXHIBIT

B

Dated 5-28-15 2015
Dated _____ 20_____


The Insured
The Mortgagee

Page (1)

SCHEDULE "A" --POLICY FORM

Policy Form No. CP 1079737 Dated 5-17-15

Item	Flowers/Gardener Denver	(5) 1. Flowers	\$ 48,975.00	on
Item	ptos & Pumps	(15+) 2. 555. 91	\$ 8,338.00	on
Item	Welder/Complete with Attachments	3. Millermatic(212)	\$ 5,175.00	on
Item	Torch Set/And tanks/Bottles	(2) 4.	\$ 1,850.00	on

Situated _____ Total \$58,338.00
Coinsurance, Average, Distribution, or Deductible Clauses, if any

Loss, if any, payable to

Continued \Rightarrow

SCHEDULE "B"

SCHEDULE "C" --APPORTIONMENT

RECEIPT FOR PAYMENT

Received of _____ (insurer) of

Dollars

(\$_____)

in full satisfaction and indemnity for all claims and demands upon said company on account of said loss and damage and the said policy is hereby
(State whether Reduced, Reduced and Reinstated or Canceled by payment.)

05/29/2015 12:52 PM 3CA08 1267

Page(2) \$9,974.99

1- inch impact Wrench (2)	\$ 633.10
1- MAC TORK BAR	\$ 1,510.00
3/8 impact Wrench (2)	\$ 458.00
1/2. impact Wrench (2)	\$ 778.00
4 Sets Heavy Duty Wrenches	\$ 245.00 x 4
14-pc Drill Bitset,	\$ 980.00
Heavy Duty Drill	29.97
Anti Freeze Tester	79.00
9- pc extension. /STAR,	12.99
Pocket Light	7.68
Air Hose	9.53
A.R. Hose	\$ 255.52
3 1/2 TSWIFT L	\$ 171.36
Deluxe Feeler	\$ 264.14
Oil Filter plie	8.60
Oil Filter plier	\$ 40.00
Oil Filter plie	\$ 50.91
Oil Filter plie	\$ 50.91
Deluxe Feeler	\$ 8.60
Thickness Gauge	\$ 13.98
Stud Extractor	\$ 21.47
Palm Sander	57.95
Rivet Gun	9.95
Rivet Gun	9.99
Hammer	4.99
Ball pein	14.19
Tranny Jack	\$ 2,548.36
Charger,	\$ 399.95
95 Amnu / die set	\$ 155.95
Hood prop	43.00
Micro Start power	\$ 167.95
1- Green Camo JACKET	\$ 175.00
1- Change machine /Quater /Full	\$ 950.00
Big shot Gun cleaver	\$ 49.95

Total \$2,215.93

page (3)

6/12v Charger Station	\$ 53.00
(5) 13 mm	\$ 100.05 22.01
(5) 12 mm	\$ 100.05
Orange Stinger piggyback	\$ 182.95
1-RSC 1100 (DSO) WideBody	169.64
1- $\frac{1}{2}$ 12mm	26.98
1- $\frac{1}{2} \times \frac{1}{2}$	28.79
Circuit tester	\$ 31.45
1- Swivel Group Filter wrench	\$ 14.65
1- Swivel Group Filter	\$ 15.17
4 Hole saw	\$ 21.99
DRill Bit Set	\$ 100.00
DRill Bit set	9.49
Pilot Point Drill Bit	\$ 10.16
Dual pole socket	39.18
3-GA pole sprayer	38.99
HD Drill Bit	10.90
DRill Bit 1-8	2.84
Sp wRench	\$ 22.32
HD Drill Bit	\$ 14.98
DRIVE Torque WR	19.99
Wren Kit	59.99
19-mm AIR Hammer	30.99
12-pipe wRench	16.99
RAY INFRARED Therm	69.99
8-Utilt V,SE	374.99
Comb wrench	22.55
A+D Digital multimeter	29.99
BK Tester	74.99
DeW Recip SAW	115.99
10-pc Bit	13.99
HD Battery Tester 130 Amp	46.59
Synthetic Torque Drive	\$ 244.95

Page(4) \$ 14,615.05

Steering pulley	45.95
Mac-Computer / with attachment	5,484.60
LAPTOP with 1 Truck Diagnostics loaded	3,741.80
Class 2 STROBE	157.99
STROBE Beacon	66.09
Rec Saw Blade	17.29
Rec Saw Blade	12.69
1/4" Drill Bit	14.98
Cobalt Drill Bit	34.98
2-pc PRY BAR	91.99
Dual pole socket Sockt	19.09
	6.49
Tire Thread Det Gauge	2.95
Ph1 Socket	20.18
Soclt	13.09
Cobalt + Drill Bit	10.98
Drile	144.00
ATCHL STRAP	39.18
Recp Saw. Blade	34.99
Drop Light	66.69
Grease Gun Kit	239.99
power Surge Charger	559.00
Crepper/p laste	79.99
King CRAWLER	149.99
25pc MASTen metric WRENCH set. X	229.99
25pc metric GEAR set	399.99
SANDER	69.95
LED Work Light	73.49
LED Work Light	125.98
4 Heavy Duty Semi JACKs	2,660.00



November 5, 2015

Michael L. Gust
 Anderson, Bottrell, Sanden & Thompson
 4132 – 30th Avenue South, Suite 100
 PO Box 10247
 Fargo, ND 58106-0247

RECEIVED
 NOV 9 2015

Re: Insured: All Pro Truck & Trailer Repair, LLC
 Claim No: 0300654106
 DOL: 04/05/15

Dear Mr. Gust:

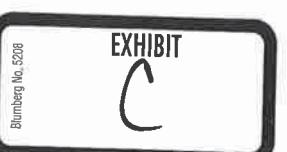
I write to provide you with Western National Mutual Insurance Company's ("Western National") coverage decision regarding the theft claim made by your client, All Pro Truck & Trailer Repair, LLC ("All Pro"). The theft purportedly occurred on or around April 5, 2015 at All Pro's shop located at 2101 31st Street Southeast in Minot, North Dakota ("the Shop"). Based upon documents produced during the course of the investigation, the recorded statement of William Martin Lohman ("Martin Lohman") and William Nathan Lohman ("Nathan Lohman"), the examinations under oath of Martin Lohman and Nathan Lohman, the statement under oath of Shayne Town, and the recorded statements of Tyler Ciappa, Karolyn Dobmeir, and another former All Pro employee, along with all the other information developed through the course of Western National's investigation of the claim, and after giving careful consideration to the matter, Western National is denying All Pro's claim for coverage. The reasons for Western National's denial are set forth more fully below.

On April 8, 2015, Martin Lohman reported to Western National that a theft had occurred over Easter weekend at the Shop and advised that he was "totally cleaned out". Several tools, five compressor blowers, fifteen pumps and/or power take offs ("PTOs"), a welder, and a torch set were among the items purportedly stolen.

All Pro submitted a Sworn Statement in Proof of Loss to Western National dated May 28, 2015. Attached to the Sworn Statement was a Schedule "A" – Policy Form and a handwritten list identifying the tools and parts stolen. Included in the Proof of Loss was a claim for five Gardner Denver compressor blowers with a claimed total value of \$48,975. To substantiate this portion of the claim, All Pro submitted three invoices from Amston Supply Co. indicating All Pro's purchase of twenty-one Gardner Denver compressor blowers. In his August 18, 2015 examination under oath, Martin Lohman testified that he submitted three invoices from Amston Supply Co. to demonstrate the value of the five new compressor blowers that were stolen and are contained in the Proof of Loss. He further testified that the compressor blowers identified in the invoices were not the compressor blowers that were stolen. Because it was not clear from Mr. Lohman's testimony where All Pro purchased the five compressor blowers that are the subject of its claim, Western National requested, via a September 15, 2015 letter from Sean Mickelson of Terhaar, Archibald, Pfefferle & Griebel, LLP, that All Pro provide copies of purchase orders, invoices, receipts, or other similar documentation evidencing All Pro's purchase of the five compressor blowers. In your September 18, 2015 e-mail response, you advised that All Pro cannot provide copies of documents requested by Western National in connection with All Pro's purchase of the four compressor blowers from the Montana company. You further advised that

Western National Mutual Insurance Company | a member of the Western National Insurance Group
 5350 West 78th Street | Edina, MN 55439-3101 | (952) 835-5350 or (800) 862-6070 | www.wnins.com

OUR COMPANIES: ARIZONA AUTOMOBILE | PIONEER SPECIALTY | UMIAK | WESTERN HOME
 WESTERN NATIONAL ASSURANCE | WESTERN NATIONAL MUTUAL



Martin Lohman could not recall which compressor blower purchased from Amston was stolen and consequently All Pro could not provide a receipt or invoice for that compressor blower.

With respect to the claim for the stolen pumps and/or PTOs, All Pro submitted an invoice from Motion Industries, invoice #ND09-168091, for the purchase of one pump at a cost of \$555.91. Martin Lohman testified during his examination under oath that the invoice was to demonstrate the value of the pumps and/or PTOs that were stolen; it was not submitted to demonstrate that the particular pump identified in the invoice was stolen. All Pro has not submitted any other documentation that would establish its possession and ownership of the fifteen pumps and/or PTOs purportedly stolen during the theft.

All Pro submitted a four-page handwritten list of tools that were purportedly stolen in the theft. Western National's investigation revealed that most of tools on the handwritten list were present at All Pro prior to the date of the purported theft and remained at All Pro subsequent to the date of the purported theft. Other tools that were initially missing from the Shop immediately after the theft date reappeared at shop within a few weeks of the theft.

THE POLICY

The policy that Western National issued to All Pro provides in relevant part:

COMMERCIAL PROPERTY DECLARATION

Group # 0001050484 **Policy Period: From SEPTEMBER 18, 2014 To SEPTEMBER 18, 2015**
Policy # CPP 1079737 01 **12:01 A.M. standard time at the Named Insured's mailing address.**

Transaction RENEWAL DECLARATION

Insured Name and Address
 ALLPRO TRUCK & TRAILER REPAIR
 LLC
 1003 MORNINGSIDE DR
 CASSELTON ND 58012

Agent
 BREMER INSURANCE FARGO 00321
 PO BOX 188
 SOUTH SAINT PAUL, MN 55075-0188
 Telephone: 701-492-2684

COMMERCIAL PROPERTY DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Occupancy	Construction	Prot. Class	Terr
001	001	WAREHOUSE	Frame	09	510

COMMERCIAL PROPERTY DESCRIPTION OF COVERAGES PROVIDED

Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

PREM. NO.	BLDG. NO.	COVERAGE	LIMIT OF INSURANCE	BLANKET COVERAGE	COVERED CAUSES OF COINSURANCE	DED
000	000	Property Enhancement				
001	001	Business Income With Extra Expense Business Income Including Rental Value	\$100,000		SPECIAL	N/A
001	001	Personal Property of Insured	\$150,000		SPECIAL	80 \$1,000

LOCATION ADDRESS SCHEDULE

Prem # 001
401-403 40TH AVE NE
MINOT, ND 58701

**BUILDING AND PERSONAL PROPERTY
COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H., Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

...
b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation of Coverage form:

...
(2) Machinery and equipment;

...
(4) All other personal property owned by you and used in your business;
(5) Labor, materials or services furnished or arranged by you on personal property of others;

...

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Through this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F., Definitions.

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (1) Business Income including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

3. Covered Causes of Loss, Exclusions And Limitations

See applicable Causes of Loss Form as shown in Declarations.

F. Definitions

2. "Operations" means:

a. Your business activities occurring at the described premises; and

3. "Period of restoration" means the period of time that:

a. Begins:

(1) 72 hours after the time of direct physical loss or damage for Business Income Coverage;
or

b. Ends on the earlier of:

(1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality;

6. "Suspension" means:

a. The slowdown or cessation of your business activities;

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

4. A Claim under this Coverage Part.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within two years after the date on which the direct physical loss or damage occurred.

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.**, Definitions.

A. Covered Causes of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
2. Limited in Section **C.**, Limitations;
that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others;
or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

POLICY CHANGES

Policy Change
Number 001

POLICY NUMBER CPP 1079737 01	POLICY CHANGES EFFECTIVE 11/17/2014	COMPANY Western National Mutual Insurance Company
NAMED INSURED ALLPRO TRUCK & TRAILER REPAIR LLC 1003 MORNINGSIDE DR CASSELTON ND 58012		AUTHORIZED REPRESENTATIVE 00321 701-492-2684 BREMER INSURANCE FARGO PO BOX 188 SOUTH SAINT PAUL, MN 55075-0188
COVERAGE PARTS AFFECTED		
CHANGES		
DELETE LOCATION 1 401-403 40TH AVE NE, MINOT ND 58701. ADD LOCATION 2 - 2101 31ST ST SE, MINOT ND 58701. DELETE FIRST STATE BANK OF ND ON LOCATION 1.		

COVERAGE ANALYSIS

When asserting an insurance claim for theft, the insured has the burden of proving ownership of the property purportedly stolen. *Lindsay v. State Farm Fire & Cas. Co.*, 366 N.W.2d 409 (Minn. Ct. App. 1985). In his August 18, 2015 examination under oath, Martin Lohman testified that he submitted three invoices from Amston Supply Co. for the purchase of a total of twenty-one Gardner Denver compressor blowers to demonstrate the value of the five new compressor blowers that were stolen and are contained in the Schedule "A" – Policy Form submitted with the Sworn Statement in Proof of Loss. He further testified that the Amston invoices were not the invoices for the particular compressor blowers that were stolen during the theft. You subsequently advised that Mr. Lohman indicated that four of the five compressor blowers that were stolen were the units purchased from the Montana company that subsequently went bankrupt. You further advised that All Pro could not produce receipts, invoices, or any other documentation in connection with this purchase. The fifth compressor blower that was stolen was purchased from Amston. All Pro could not provide a receipt for this blower because it could not recall which compressor blower it was or the date of purchase. To date, All Pro has not provided any documentation demonstrating its ownership of the five compressor blowers. Moreover, Western National's investigation revealed that, contrary to the Lohman's assertions, All Pro did not maintain an inventory of compressor blowers.

All Pro has also failed to produce any parts inventory, receipts, or other documentation supporting its claim that it owned or possessed the fifteen pumps and/or power take offs ("PTOs") submitted in connection with the Sworn Statement in Proof of Loss. Martin Lohman testified that the Motion Industries invoice was submitted to demonstrate the value of the pumps and/or PTOs but was not the invoice for the pumps and/or PTOs that were stolen. To date, All Pro has not provided documentation to demonstrate that it owned the fifteen pumps and/or PTOs that it is claiming in connection with this loss. Additionally, Western National's investigation revealed that All Pro did not have an inventory of new pumps and PTOs at the time the theft occurred.

Western National's investigation further revealed that numerous tools that All Pro included on the Schedule "A" – policy form were present at All Pro prior to the date of the purported theft and remained at All Pro subsequent to the date of the purported theft. Other tools that were missing from All Pro's shop immediately after the theft date reappeared at shop within a few weeks of the theft.

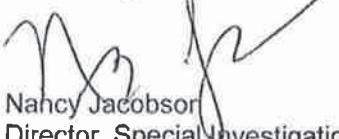
Based on the information set forth above, Western National is denying All Pro's claim because All Pro has failed to provide sufficient evidence to establish its possession and ownership of the compressor

blowers and pumps and/or PTOs for which it is making a claim. In addition, Western National is denying All Pro's claim because Martin Lohman and/or Nathan Lohman intentionally concealed and/or misrepresented a material fact or facts concerning the insurance claim that All Pro submitted to Western National and because the loss was due to the dishonest and/or criminal acts of Martin Lohman and/or Nathan Lohman.

By providing this letter, Western National does not waive any rights it may have, nor is it limited to the factual allegations set forth in this letter or the policy provisions quoted. Western National specifically reserves the right to use additional facts, policy terms, or conditions to support its position with respect to this claim should this matter go to litigation. Western National's right to deny All Pro's claim is not limited to the reasons set out in this letter, but shall include any additional grounds for non-coverage that may subsequently be revealed. Western National specifically reserves all of its rights under the law and under the applicable insurance policy and associated forms. By reserving its right to deny coverage, Western National is not waiving any of its rights, including its right to commence a declaratory judgment action. This letter should not, in any way, be construed as a waiver or estoppel of any coverage defense afforded under the policy or applicable law. Please note that, under the terms of the Policy, no legal action can be brought against Western National unless the action is started within two years after the date of "physical loss."

This letter should not be construed as a waiver or estoppel of any coverage defense afforded under the policy or applicable law. If there are any facts of which Western National is not aware that you believe may be relevant to your client's claim for insurance coverage or if you have any questions whatsoever, please forward to the undersigned.

Very truly yours,



Nancy Jacobson
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Western National Mutual Insurance
PO 1463
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952-921-3185

C Sean Mickelson, attorney